

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

ACQIS LLC,
a Texas limited liability company,
Plaintiff,

v.

ZT GROUP INT'L, INC.,
Defendant.

ADVANTECH SO., LTD.,
Defendant.

MICRO-STAR INTERNATIONAL CO.,
LTD. et al,
Defendant.

CISCO SYSTEMS, INC.,
Defendant.

***CONSOLIDATED*
JURY TRIAL DEMANDED**

Civil Action No.: 6:23-cv-00881-ADA

Civil Action No.: 6:23-cv-00882-ADA

Civil Action No.: 6:23-cv-00883-ADA

Civil Action No.: 6:23-cv-00884-ADA

JOINT CLAIM CONSTRUCTION STATEMENT

Pursuant to this Court's August 22, 2024 Scheduling Order, Plaintiff ACQIS LLC and Defendants: ZT Group Int'l, Inc.; Advantech Co. Ltd.; Micro-Star International Co., Ltd., MSI Computer Co. Ltd., and MSI Electronics Co. Ltd.; and Cisco Systems, Inc. (collectively, the "Parties") submit this Joint Claim Construction Statement.

Concurrently with this submission, the Parties jointly submit, via email to the law clerk, PDF versions of all as-filed claim construction briefing and exhibits.

I. THE PATENTS-IN-SUIT

The patents-in-suit are U.S. Patent Nos.: 8,234,436 ("436 patent"); 8,977,797 ("797

patent”); 9,529,768 (“’768 patent”); 9,529,769 (“’769 patent”); 9,703,750 (“’750 patent”); RE44,654 (“’654 patent”); RE45,140 (“’140 patent”); RE46,947 (“’947 patent”).

The asserted claims are as follows:

Patent	Claims
’436	13,14
’797	36, 38
’768	1–7, 9, 10, 13-16, 33-35, 39, 40
’769	19
’750	1, 2, 4-7, 10, 11, 21, 24–27, 29, 31, 34-35, 37, 38, 44–49
’654	20, 21, 23, 24
’140	14, 17, 30, 31, 35
’947	14, 19, 29, 35, 48, 54

II. AGREED CONSTRUCTIONS

Pursuant to the August 22, 2024 Scheduling Order, the Parties met and conferred to narrow the terms in dispute but were unable to agree as to any constructions.

III. LIST OF DISPUTED TERMS FOR CONSTRUCTION

The Parties provide the following list of disputed terms for construction, in the order they are addressed in the Parties’ claim construction briefing.

IV. UPDATED POSITION ON APPOINTMENT OF TECHNICAL ADVISOR

As originally stated in the July 12, 2024 CRSR, ACQIS requests the appointment of Dr. Joshua Yi as technical advisor to assist the Court with claim construction or other technical issues, and notes that the Court has appointed Dr. Yi as technical advisor in the *ACQIS v. ASUSTek*, *ACQIS v. Wiwynn*, and *ACQIS v. Sony* matters. Defendants defer to the Court and take no position on whether a technical advisor should be appointed in this case.

Term for Construction	Patents and Claims	Plaintiff's Proposed Construction	Defendants' Proposed Construction
<p>“low voltage differential signal (LVDS) [channel]” / “LVDS” proposed by Defendants)</p>	<p>’436 patent, claims 13, 14</p> <p>’797 patent, claims 36, 38</p> <p>’768 patent, claims 1–7, 9, 10, 13-16, 33-35, 39, 40)</p> <p>’750 patent, claims 1, 2, 4–7, 10, 11, 21, 24–27, 29, 31, 35, 37, 38, 44–48</p> <p>’654 patent claims 20, 21, 23, 24</p> <p>’140 patent, claims 14, 17, 30, 31, 35</p> <p>’947 patent, claims 14, 19, 29, 35, 48, 54</p> <p>’769 patent, claim 19</p>	<p>No construction needed – plain and ordinary meaning.</p>	<p>“[a channel for carrying] a signal in accordance with ANSI/TIA/EIA-644 or IEEE 1596.3”</p>
<p>“Peripheral Component Interconnect (PCI) bus transaction”/“PCI bus transaction” (proposed by Plaintiff and Defendants)</p>	<p>’436 patent, claims 13, 14</p> <p>’797 patent, claims 36, 38</p> <p>’768 patent, claims 1-7, 9, 10, 13-16, 33, 35, 39</p>	<p>“a transaction, in accordance or backwards compatible with the industry standard PCI Local Bus Specification, for communication with an interconnected peripheral</p>	<p>“a transaction, in accordance with the industry standard PCI Local Bus Specification, for communication with an interconnected peripheral component”</p>

Term for Construction	Patents and Claims	Plaintiff's Proposed Construction	Defendants' Proposed Construction
	<p>'750 patent, claims 1-2, 5-6, 10-11, 21, 25-27, 29, 31, 35, 38, 44-47</p> <p>'654 patent, claim 21, 24</p> <p>'140 patent, claim 30</p> <p>'947 patent, claims 19, 29, 35, 48, 54</p>	component"	
<p>“convey [conveying/conveys/communicating/communicate/transmitting] ... a Peripheral Component Interconnect (PCI) bus transaction [/of a PCI bus transaction]” (proposed by Defendants)</p>	<p>'436 patent, Claims 13, 14</p> <p>'797 patent, claims 36, 38</p> <p>'768 patent, claims 1-7, 9-10, 13-16, 39</p> <p>'654 patent, claims 21, 24</p> <p>'140 patent, claims 30</p> <p>'654 patent, claims 21, 24</p> <p>'947 patent, claims 19, 29, 35, 48, 54</p>	conveyed / transmitted / communicated. The claims, as written, are clear, and this language of the claims does not require construction. Plain and ordinary meaning.	“communicating a PCI bus transaction, including all address, data, and control bits”
<p>Claims reciting an PCI bus transaction or an encoded PCI bus transaction in “serial bit stream”, “serial form” or “serially encoded” (proposed by Defendants)</p>	<p>'436 patent, claim 13</p> <p>'797 patent, claim 36</p> <p>'768 patent, claims 1, 3, 4, 6, 7, 10, 13, 15, 39</p>	<p>“encoded”, “serial[ly]”: plain and ordinary meaning.</p> <p>The <i>EMC</i> construction of “[e]ncoded . . . serial bit stream of</p>	<p>“a PCI bus transaction that has been serialized from a parallel form”</p>

Term for Construction	Patents and Claims	Plaintiff's Proposed Construction	Defendants' Proposed Construction
	<p>'750 patent, claims 1, 5, 10, 21, 25, 27, 29, 31, 35, 44, 46</p> <p>'654 patent, claims 21, 24</p> <p>'140 patent, claim 30</p> <p>'947 patent, claims 19, 29, 35, 48, 54</p>	Peripheral Component Interconnect (PCI) bus transaction” and related terms applies only to certain claims and terms, <i>i.e.</i> , “claims reciting an ‘encoded’ PCI bus transaction” and more specifically, terms that recite (1) “encoded,” (2) “serial,” and (3) “PCI bus transaction,”	
“of [a] Peripheral Component Interconnect (PCI) bus transaction [/of [a] PCI bus transaction]”	<p>'436 patent, claims 13-14</p> <p>'797 patent, claims 36, 38</p> <p>'768 patent, claims 1-7, 9-10, 13-16, 33, 35, 39</p> <p>'750 patent, claims 1-2, 5-6, 10-11, 21, 25, 26, 27, 29, 31, 35, 38, 44, 45, 46, 47</p> <p>'654 patent, claims 21, 24</p>	“of a”: plain and ordinary meaning.	“from a transaction that is in accordance with the industry standard PCI Local Bus Specification, for communication with an interconnected peripheral component”

Term for Construction	Patents and Claims	Plaintiff's Proposed Construction	Defendants' Proposed Construction
	'140 patent claim 30 '947 patent, claims 19, 29, 35, 48, 54		
“console”	'768 patent claim 34 '750 patent claims 5, 10, 24, 35, 44, 48 '654 patent claims 20, 23 '140 patent claims 14, 31	“a chassis or enclosure, housing one or more coupling sites, that connects components of a computer system”	“a chassis that connects several components of a computer system”
“USB”/“Universal Serial Bus (USB) protocol”/“Universal Serial Bus (USB) protocol [data/information]” (proposed by Defendants)	'768 patent, claims 34, 40 '750 patent, claims 4, 7, 24, 46, 48 '654 patent, claims 20, 23 '947 patent, claim 14 '769 patent, claim 19	Plain and ordinary meaning.	“[data/information conveyed according to] the protocols defined in the Universal Serial Bus Specification Revision 2.0 and the prior versions of this standard”

Term for Construction	Patents and Claims	Plaintiff's Proposed Construction	Defendants' Proposed Construction
“coupling the integrated CPU and interface device to a peripheral device attached to the motherboard through the LVDS channel with the adapted number of differential signal line pairs”	'797 patent, claim 36	Plain and ordinary meaning.	Indefinite
“peripheral bridge”	'768 patent, claims 4, 10 '750 patent, claim 29 '654 patent, claim 23 '947 patent, claim 35	Plain and ordinary meaning.	“a component that interfaces with peripheral buses or peripheral devices”

SUBMITTED: December 26, 2024

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CERTIFICATE OF SERVICE

Pursuant to the Federal Rules of Civil Procedure and Local Rule CV-5, I hereby certify that, on December 26, 2024, all counsel of record who have appeared in this case are being served with a copy of the foregoing via the Court's CM/ECF system.

/s/ Stacy Starr

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